

State of Delaware

FUEL MANAGEMENT

Request for Proposal
Contract No. 04-157-MC

October 2, 2003

- *Deadline to Respond* -
NOVEMBER 4, 2003
1:00 P.M., EDT



STATE OF DELAWARE
DEPARTMENT OF ADMINISTRATIVE SERVICES

MARGARET O'NEILL BUILDING
410 FEDERAL STREET
DOVER, DELAWARE 19901-3615

OFFICE OF THE
SECRETARY

TELEPHONE: (302) 739-3611
FAX: (302) 739-6704

To All Bidders:

Governor Ruth Ann Minner and State Treasurer Jack Markell previously announced an effort to save millions of state dollars by better coordinating agency and school district purchasing.

"Given the current economic climate, the state must coordinate its purchasing effectively. Delaware spends \$1.3 billion annually on goods and services, and by initiating this cooperative purchasing program, we will leverage our purchasing and thereby realize millions of dollars in savings for the state in the near term and into the future," Gov. Minner said.

Cabinet members have been working together diligently to identify and pursue areas of opportunity for cost reduction while maintaining or improving quality and service. They are committed to communicating their support for this project throughout each of their respective agencies.

We are changing the "buying culture" across state government, ensuring a focus on a combination of quality, service, and price. According to State Treasurer Jack Markell we need to "...ensure that we are most effectively using our taxpayers' dollars." Delaware is a small state, but its procurement of goods and services are similar to those of a Fortune 500 company. We now expect to be treated like a major purchaser of goods and services. The state wants to leverage its considerable purchasing volume to secure the most competitive pricing structure available based on the economies of scale involved.

Consequently, we are changing the way the State will do business by expanding the variety of contracting methods. We will be incorporating practices such as industry benchmarking, conducting market analyses, combining volume and like commodities for optimization, and requiring quality and service aspects in the contracts.

Please be aware that the pricing obtained through this process is expected to be more aggressive than any individual agency currently may have with your company. As a result of the bid responses, either the contract will be awarded or the list of potential suppliers will be shortened for negotiations (possibly including requests for best and final offers) with the suppliers that are likely to be awarded the contract. Because it is within the State of Delaware's discretion to make an award based on the proposals or to negotiate thereafter with suppliers likely to be awarded the contract, the response should be both fully completed and aggressive.

Bidders Letter
Page 2

The State of Delaware will continue to provide an equal opportunity for the vending community to service the state. Some potential benefits to the vendors include longer-term contracts, access to large volumes of business, and reduced client acquisition and support costs. Those vendors who are currently serving the state will have the opportunity to increase their volumes and new suppliers will have a chance to do business with the state.

The program is designed to improve competition in the bidding process and expand the vendor base, without detrimental effect on in-state, minority, and woman owned businesses.

A handwritten signature in black ink, appearing to read "Gloria Wernicki Homer". The signature is fluid and cursive, with the first name "Gloria" being the most prominent.

Gloria Wernicki Homer, Secretary
Department of Administrative Services

:mjs
P:\mikes\Contracting Letter.doc
Rev. 8/5/2003

October 2, 2003

CONTRACT NO. 04-157-MC

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Fuel Management. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. 04-157-MC

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
 - A - NO PROPOSAL REPLY FORM
 - B - PROPOSAL BOND
 - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - D - PROPOSAL SUMMARY
 - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

Your proposal and the Proposal Reply Section must be executed completely and correctly and returned in a clearly marked envelope displaying the contract number to 820 Silver Lake Blvd., Dover, DE 19904 by **Tuesday, November 4, 2003, 1:00 p.m. EST.**, to be considered. **Bids must be submitted to Division of Support Services, Contracting Section, 820 Silver Lake Blvd., - Suite 100, Dover, DE 19904.**

A mandatory pre-bid meeting has been scheduled for 10:00 a.m., Wednesday, October 15, 2003 at the Division of Support Services, 820 Silver Lake Blvd., Dover, Delaware 19904. **This is a mandatory meeting.** If an offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Mike Conaway at (302) 739-3125.

MC:jms
P:\FUEL\04157RFP
Rev. 12/12/02

REQUEST FOR PROPOSAL
CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the purchase of gasoline, oil, diesel fuel and alternative fuels from service stations for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each contractor's contract shall be valid for a five (5) year period from July 1, 2004 through June 30, 2009. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement..

4. **PRICES:**

Prices and/or rates will remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

5. **SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

6. **QUANTITIES:**

The attention of offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **PROPOSAL BOND REQUIREMENT:**

A. Each offeror shall furnish a bond to the State of Delaware for the benefit of the Division of Support Services in the amount equal to \$10,000.00. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Division of Support Services in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

9. **PERFORMANCE BOND REQUIREMENT:**

A. Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Division of Support Services with surety in the amount of \$100,000.00. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If the Division of Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in the Division of Support Services Bond Form.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

10. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.
4. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Administrator, Division of Support Services
Contract No. 04-157-MC
State of Delaware
820 Silver Lake Blvd. Suite 100
Dover, DE 19904

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

11. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful contractor shall either furnish the Division of Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

12. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **EXCEPTIONS:**

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Division of Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Division of Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

16. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested offerors.

A report must be furnished by the successful contractor after each three (3) month period detailing the purchasing of all items on this contract. The format to be followed is described herein and must be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may be precluded from bidding on any future requirements.

Sample Report – 1st QTR July 1, 2004 to September 30, 2004

<u>Agency</u>	<u>Gallons Purchased</u>	<u>Type Fuel</u>	<u>\$</u>
Fleet Services	10,000	Unleaded Gasoline (87 Octane)	\$13,000.00
DELDOT	4,000	Diesel	\$8,000.00

17. **BUSINESS REFERENCES:** (current vendor excepted)

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

18. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. Agencies may elect to pay with the State's authorized procurement (credit) card. The contractor must be able to accept the State's credit card for single purchases under \$2,500. There shall not be any additional cost to the State for use of the credit card.

19. **BILLING:**

The contractor is required to **"Bill as Shipped"** to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

20. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

21. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Division of Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

22. **PROPOSAL/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Division of Support Services.

23. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

24. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

25. **TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

26. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, must be clearly identified in the financial proposal.

27. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

28. **TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

29. **ELIGIBLE WORK ACTIVITIES:**

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- a. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
 - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
 - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- b. Procurement of reports or other printed materials and reproduction of materials; and
- c. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

30. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

31. **INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

32. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

33. **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

35. **AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

36. **TERMINATION OF CONTRACT:**

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

37. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

38. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the parties.

39. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor must be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

STATE OF DELAWARE
Department of Administrative Services
Division of Support Services

39. **SUBCONTRACTS:** (continued)

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

40. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

41. **CONFIDENTIALITY:**

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether then information may be or must be divulged to the party.

42. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

43. **ASSIGNMENT:**

This contract cannot be assigned except by express written consent from the Director, Div. of Support Services, of the State of Delaware.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

I. **INTRODUCTION:**

A **PURPOSE:**

The State of Delaware seeks proposals from gasoline vendors to provide gasoline and related products by a charge/debit card system at vendor managed sites Statewide and nationally. The State currently utilizes GASCARD for the majority of its passenger vehicles (3400) and assigns PIN numbers to approximately 18,000 drivers. Billing occurs every 15 days and State agencies process payment within 15 days.

The State purchases approximately 4.5 million gallons of fuel annually at pricing that excludes all Federal, State and local road use/fuel taxes and is currently based upon the daily posted Philadelphia "rack" price. The State will consider other pricing systems or methodology proposing vendors might suggest.

It is imperative that offerors offer extensive, computerized information of sales activity and provide access to the driver/vehicle database to allow the State to edit/delete/add at will to the driver or vehicle information. A mandatory requirement will be tasking the successful offeror with the "migration" of current driver and vehicle information to their system at no cost to the State. This migration must occur without disruption to the daily activities and duties of State workers other than traveling to a different fueling site.

The State of Delaware is mandated by the Federal Energy Policy Act and the Clean Air Act, to acquire and operate its vehicles utilizing alternative fuels. Currently 75% of all qualifying vehicles the State purchases, must be capable of utilizing gasoline and an alternative fuel. The State of Delaware owns over 700 vehicles that are alternative fuel capable, but there is very limited infrastructure available to acquire fuel. Acceptable fuels include CNG, LPG or E85. As a result of favorable pricing for vehicles that utilize E85, over 600 State-owned vehicles are capable of using this fuel and another 150 vehicles will be added by the time this contract is awarded.

As a mandatory condition for award of this contract, the successful bidder will be required at minimum, to provide one E85 pump, centrally located, in each of Delaware's three counties. These alternative fuel pumps will be part of the overall debit/credit card system with the fuel cost, identified by type, billed as part of each billing period. The size of the tank at each of the three sites will be no less than 2500 gallons. The successful bidder should also seriously consider making these pumps available to the general public to help defray the installation costs. Bidders will include a timeline for availability of this fuel, not to exceed nine months from date of contract award.

Also, B-20 Biodiesel is required to have one (1) site centrally located in each county with two (2) sites available in Sussex county.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

I. **INTRODUCTION:**

B. **GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. **FORMAT FOR PROPOSAL:**

A. **INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. **COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Division of Support Services.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Six (6) copies of the Proposal will be submitted in a sealed envelope clearly marked with the name of the offeror and labeled 04-157-MC, Fuel Management. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining five (5) copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

III. **SCOPE OF WORK:**

A. **OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Fuel Management as described herein.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. **DETAILED REQUIREMENTS:**

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

IV. **PROPOSAL EVALUATION PROCEDURES:**

A. **BASIS OF AWARD:**

The Division of Support Services shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Division of Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. **REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, operations, and technical knowledge will comprise the Review Committee.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

C. CRITERIA AND SCORING:

	The following criteria shall be used as a guideline in helping to evaluate each proposal	POINTS
1.	SYSTEM / ACCOUNT SERVICE Evaluates congruence of vendor's computerized systems with the State's needs in the following areas: ease of customer use, accuracy, logic checking, and flexibility of computers' operating system(s) with regard to client server mode of operation, local data access capabilities, local change/modification capabilities, ease of transition, local report writing capabilities, etc...	30
2.	Sites and availability of E-85 and B-20, Biodiesel.	30
3.	INFRASTRUCTURE (SITES) Considers quantity and quality of available sites, level of customer and administrative support, quality of site processing control.	20
4.	PRICE Fuel costs, as well as overall contract cost and all incremental costs for transition (beginning and end of contract, costs of replacement cards, etc...)	20
	TOTAL SCORE	===== 100

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

C. CRITERIA AND SCORING – (Continued):

Review Committee members will assign up to the maximum number of points listed for each of the items listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

V. **PREBID MEETING:**

A mandatory pre-bid meeting has been scheduled for 10:00 a.m., Wednesday, October 15, 2003 at the Division of Support Services, 820 Silver Lake Blvd., Suite 100, Dover, Delaware. **This is a mandatory meeting.** If a offeror does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

APPENDIX A
REQUIREMENT OF OFFERORS

PURPOSE:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

1. **PRICING STRUCTURE:**

Any proposal must discuss the price to be charged for fuel. At present, the State is familiar with auditing a daily Philadelphia Harbor Index as published in the Journal of Commerce. If possible the State would prefer to use this index either on a daily or weekly basis.

Alternative pricing structures may be offered whether you choose to use an O.P.I.S. posting, a refinery's rack price, or a discount off the retail posting. Regardless of the pricing method used, the discounts or additions shall remain firm for the contract term. For the purpose of evaluating the pricing proposals, you will be asked to quote a net price per gallon for all grades using your method and as it would apply on October 21, 2004.

All applicable taxes should be deleted from the net price.

Usage of the three (3) grades of gasoline is approximately as follows:

87 Octane - 98% of the total usage.
89 Octane - 1% of the total usage.
92 Octane - 1% of the total usage.

If you choose as an index a discount off the retail posting, you will be required to quote the net price for each location should they differ.

NOTE: VENDOR MUST PROVIDE INFORMATION REGARDING ANY PRICE DIFFERENTIAL (DISCOUNTS) FOR ELECTRONIC PAYMENT.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

2. **DISPENSING LOCATIONS:**

The number and location of the vendor's dispensing stations will be a critical factor in awarding a contract. The State will consider awarding a contract to multiple vendors by geographic regions to obtain adequate availability of gasoline to State agencies. The minimum desired site coverage by County should be:

New Castle County: Wilmington
 North Wilmington / Claymont
 Bear
 Newark
 New Castle
 Middletown/Odessa

Kent County Dover (2) in a five (5) mile radius of the city.
 One to be south of Route 8 (Division Street) and the other to be
 in the central or north sector.
 Smyrna
 Felton / Harrington

Sussex County: Milford
 Georgetown
 Rehoboth
 Laurel
 Bridgeville
 Millsboro
 Dagsboro

-List and describe regional and national locations.

-Using a state map, indicate the number and distribution of fuel dispensing sites to include the types of fuel available at each location, the number of POS pumps available for state employee use, and the hours of operation.

-List sites capable of providing priority service to Delaware State Police and DELDOT vehicles, and describe the type of priority services provided.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

3. **BILLING:**

The State of Delaware currently attempts to pay from "hard copy" billing within 15 days of receipt. The State of Delaware would entertain a proposal from vendors to supply billing in a form of electronic media to further speed the payment process. Offerors should discuss their system and software and how it could be interfaced with the State's IBM mainframe or to a network server. Invoices must include, but not be limited to price, fuel quantity, item name, time, date location of sale, vehicle and/or card I.D., PIN, etc...

4. **CARDS:**

Vendor must explain in detail the card program offered. Specify availability and associated costs to provide:

- 2 identical cards for each vehicle;
- ability to provide cards with an exclusive State of Delaware logo, design element, or sticker, as well as cards without such a design;
- ability to define multiple "billing units" (franchises, operating groups, etc...) under this proposal so that the purchases and activities of individual State agencies may be segregated;
- any limiting factors, such as minimum or maximum number of cards per "billing unit", ability to modify or update specific data fields associated with the card database file.

Describe how the State will control the issuing, activation, and deactivation of cards, an assigning of pin numbers in the system.

Discuss the policy regarding cards lost or stolen and quote the State's maximum liability on a lost or stolen card.

5. **CONTROL:**

Describe control procedures to ensure the card holder is legitimate. The State also wants the card to be restricted to fuel products and oil only.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

6. **SERVICE HOURS:**

Twenty-four (24) hour service is essential. Proposals should include the hours of operation for each location.

7. **EMERGENCY/DISASTER CAPABILITIES:**

At minimum, one site centrally located (with adequate capacity for trucks) in each County must be able to provide product in the event of power outages or natural disasters. A description of the sites and/or any mobile emergency systems should be provided.

Describe your company's contingency plans/backup procedures for computer downtime of two hours or more (i.e. continued service, data preservation/reconstruction, etc...).

8. **ALTERNATIVE FUEL:**

Discuss the price to be charged for the E85 fuel and B-20 Biodiesel. At present the State of Delaware purchases a limited amount of E85 from the City of Wilmington and will use this price as a benchmark to evaluate proposed pricing. A detailed system of pricing should be provided that allows for auditing as necessary.

9. **TRAINING:**

Describe the type of training to be provided during the transition from the existing contract to the proposal, as well as the frequency and duration of said training, training materials provided, location of training sessions and all associated costs.

Describe any other training available during the contract period, material provided or available, location of training sessions, and all associated costs.

10. **CONTRACT TRANSITION:**

Vendor must describe the steps and specific cost required to effect an efficient transition from the current contract to the proposal. Describe steps to be taken, detail the formats acceptable for receiving existing database, identify which party is responsible for completing identified tasks and include a proposed time line for accomplishing identified tasks.

CONTRACT NO. 04-157-MC
FUEL MANAGEMENT
REQUEST FOR PROPOSAL

11. **SOFTWARE ARCHITECTURE:**

Describe primary operating system(s) and software used to provide the required service. Describe level of compatibility with major PC based software for electronic transfer and downloading of data and information.

Describe type(s), location(s), and age of hardware used to create the operating network.

A limited number of State agencies will seek to have direct access to the successful vendor's database to allow real-time driver or vehicle updates, deletions, or replacement. In addition, report writing capability is desired. Connection may occur via the Internet or modem-connected proprietary software. Describe access and any time limitations (allowances) on such access.

Likewise, the contractor will provide, at the conclusion of the contract, all vehicle, driver and transaction data. All data will be formatted to the State of Delaware's satisfaction to allow necessary data migration to a replacement vendor or system. The historic data, properly formatted and recorded, must be transferred 90 days prior to the end of the contract. Subsequent changes to the data base during the 90 day close out period must be properly transmitted by the last day of the contract.

The following reports are required:

- Report by PIN #'s
- Pump activity reports by PIN #'s on a daily basis.
- Audit reports (exception) i.e. isolate a vehicle that has used a determined % over the average.
- Cumulative reports greater than a billing cycle.
- Being able to provide State of Delaware a monthly list of available sites and site changes.

PROPOSAL REPLY SECTION

CONTRACT NO. 04-157-MC

FUEL MANAGEMENT

Please fill out the attached forms fully and completely and return with your proposal in a clearly marked envelope displaying the contract number to the State of Delaware, Division of Support Services, Contracting Section, 820 Silver Lake Blvd., - Suite 100, Dover DE 19904 by 1:00 p.m., Tuesday, November 4, 2003 at which time proposals will be opened.

A mandatory pre-bid meeting has been scheduled for **10:00 a.m., Wednesday, October 15, 2003 at the Division of Support Services, 820 Silver Lake Blvd., Suite 100, Dover Delaware. This is a mandatory meeting.** If an offeror does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

STATE OF DELAWARE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD. – SUITE 100
DOVER, DELAWARE 19904

NO PROPOSAL REPLY FORM

CONTRACT # 04-157-MC **CONTRACT TITLE:** Fuel Management

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- | | |
|-------|---|
| _____ | 1. We do not wish to participate in the proposal process. |
| _____ | 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____ |
| _____ | 3. We do not feel we can be competitive. |
| _____ | 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company. |
| _____ | 5. We do not wish to sell to the State. Our objections are:

_____ |
| _____ | 6. We do not sell the items/services on which Proposals are requested. |
| _____ | 7. Other: _____ |

_____	_____
FIRM NAME	SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____ of
_____ of the County of _____ and State of
_____ as principal, and _____ of
_____ of the County of _____ and the State of
_____ as surety, legally authorized to do business in the State of Delaware, are held and
firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent
(not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to
said State of Delaware for the use and benefit of the _____ (hereinafter
referred to as **Agency**) of said State, for which payment well and truly to be made, we do bind ourselves, our and
each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by
these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal
_____ who has submitted to said Agency of the State of Delaware, a certain proposal
to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain
products and/or services within the said State of Delaware shall be awarded said Contract No.
_____, and if said _____ shall well and truly enter into and execute said Contract
No. _____ and furnish therewith such surety bond as may be required by the terms of said
contract and approved by said Agency, said contract and said bond to be entered into within twenty days after
the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation
to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day
of _____ in the year of our Lord two thousand and _____ (20).

SEALED AND DELIVERED IN THE

Presence Of _____

_____ (Seal)

Name of Offeror (Principal)

Witness

BY _____ (Seal)

Corporate
Seal

Title

BY _____ (Seal)

Name of Surety

_____ (Seal)

Title

CONTRACT NO.: 04-157-MC
TITLE: Fuel Management
OPENING DATE: November 4, 2003

MATERIAL GROUP:

NON-COLLUSION STATEMENT

This is to certify that the undersigned offerer has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Division of Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Support Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.	(circle one)		(circle one)		(circle one)	
	<u>Women</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
	<u>Business</u>		<u>Business</u>		<u>Business</u>	
	<u>Enterprise</u>		<u>Enterprise</u>		<u>Enterprise</u>	
	<u>(WBE)</u>		<u>(MBE)</u>		<u>(DBE)</u>	

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: _____
(COMPANY NAME)

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

DIVISION OF SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the contract number on the envelope.

State of Delaware
Department of Administrative Services
Division of Support Services
Contracting Section
820 Silver Lake Blvd. – Suite 100
Dover, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY:

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Department of Administrative Services, Division of Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidders shall be required to advise the Department of Administrative Services, Division of Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

SECTION C - GENERAL

1. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. LAWS TO BE OBSERVED:

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. PERMITS AND LICENSES:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT:

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Department of Administrative Services, Division of Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Administrative Services, Division of Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

(Office Use Only: Application No. _____)

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7834.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City: _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ Title: _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** *(Indicate percent of ownership)*

☐ Minority Business Enterprise

☐ Woman Business Enterprise

_____ % Black

_____ % Asian-Indian

_____ % Native Hawaiian/Polynesian

_____ % Hispanic

_____ % American Indian

_____ % Asian Pacific

_____ % Other

5. **Legal Structure of Business:** *(Check one)*

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ LLC

Other _____

6. **Describe in detail, what product(s) and/or services your firm provides.** Attach additional pages and/or the company's catalog or inventory list, if needed.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____ 4. _____

8. **Type of business activity** (*suppliers must provide manufacturer's resale agreement(s):*

_____ Building trade	_____ Manufacturer
_____ Consultant	_____ Supplier – stocking (attach summary)
_____ Generalized service	_____ Supplier – nonstocking
_____ Licensed professional services	_____ Other (explain): _____

9. **Date firm was established:** Year _____ Month _____ Day _____

10. **Date current primary owner acquired controlling interest in firm:** Year _____ Month _____ Day _____

11. **Date incorporated** (*if firm is a corporation*): Year _____ Month _____ Day _____

12. **Dates of corporation amendments** (*if firm is a corporation*): ____/____/____; ____/____/____

13. **List the three largest or principal customers/accounts/contracts/projects:**

Name of Company	Address, City, State	Phone/Fax
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

14. Is the Business certified as a M/W/BE with any other certifying agency?

☐ No ☐ Yes

Name	Date Certified	Expiration Date
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

* Note: If you are certified through any other certifying entity, please enclose a copy of your certification and go to page 6. Complete page 6 and mail to our office for processing.

15. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

16. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

☐ No ☐ Yes (If yes, please explain)

17. List the current Board of Directors. (If additional space is required, submit an attached sheet)

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

18. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

☐ No ☐ Yes (If yes, identity below)

19. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

20. Provide the following ownership information for all owners. (If additional space is required, attach additional sheets in the same format)

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: ☐ M ☐ F Ethnic Group: _____

Ownership is by: ☐ An Individual Person ☐ Other (Describe Other)

Date of Initial Ownership: _____ (YY/MM/DD)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: ☐ No ☐ Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)

☐ No ☐ Yes

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- Unless otherwise indicated, copies of documents are sufficient.
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- ☐ Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- ☐ Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- ☐ Relevant business licenses and permits.

B. Partnerships Only

- ☐ Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- ☐ Articles of Incorporation with all amendments.
- ☐ Minutes of the last annual shareholders meeting.
- ☐ By-laws and By-law Amendments.
- ☐ Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner, Officer of Partner

Signature of Owner, Officer or Partner

Date (YYMMDD)

Title

Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date (YYMMDD)

Notary
Seal

CERTIFICATION PROGRAM

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and returned with the complete application.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Department of Administrative Services
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. **AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an American Indian;
- b. **ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. **AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. **HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. **ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas;
- f. **NATIVE HAWAIIANS AND POLYNESIANS;**
- g. **ESKIMOS; and**
- h. **ALUETS.**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
- B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
- Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry.”

The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions, which shall limit the customary discretion of the minority and women owners. There shall be no restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.

If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those persons who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

BENEFITS:

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole-proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Aleut, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a “useful business function” and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7834.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, on-going business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Department of Administrative Services
Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite1
Dover, DE 19901
(302) 739-7834
<http://www.state.de.us/omwbe>

State of Delaware Vendor Registration Forms

Upon completion of the certification forms for the Office of Minority and Women Business Enterprise, we would also like to offer you an additional option. This option is the registration of your business through the Division of Support Services (Contract Section), Vendor Registration Directory as a first step in doing business with the state. The Vendor Registration will enable you to be placed on a mailing list and receive all bid notices that pertain to your specific business area. This is a free service. As a minority and/or women owned business enterprise this option will allow you to get first hand information on the state bidding process. Even if you chose not to become certified through the Office of Minority and Women Business Enterprise you can register through the Division of Support Services Vendor Registration process; however you must fill out the first page of the certification form.

When completing the Division of Support Services Vendor Registration Information.

1. You must download the Vendor Registration forms and after each item that pertains to your organization place an **X**.
2. You will then mail the forms back to our office at the address listed below. Your company or firm will then be entered into a database at the Division of Support Services and you will receive periodic mailings/emails notifying your organization of a bid notice for you particular product or service.

Mail your information to:

Department of Administrative Services
Attention: Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street
Dover, DE 19901

If you should have any questions or need assistance in filling out the attached forms, please feel free to call the office at (302) 739-7834.